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April 10, 2007

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012

Dear Supervisors:

**APPROVAL OF AMENDMENT NO. 4 TO COUNTY AGREEMENT NO. H-701820 WITH
ATLAS DATABASE SOFTWARE CORPORATION (dba ATLAS DEVELOPMENT
CORPORATION) (All Districts) (3 Votes)**

CIO RECOMMENDATION:

☒ APPROVE ☐ DISAPPROVE ☐ APPROVE WITH MODIFICATIONS

IT IS RECOMMENDED THAT YOUR BOARD:

- 1) Delegate authority to the Director of Public Health, or his designee, to execute Amendment No. 4 substantially similar to Exhibit I, to the Software Programming and Services County Agreement No. H-701820, with Atlas Database Software Corporation (dba Atlas Development Corporation) (Atlas) to increase the total maximum obligation by \$483,395, from \$1,964,702 to \$2,448,097, effective on the date of Board approval through August 31, 2007, with provision for an automatic renewal through August 31, 2008, 100% offset by carryover funds from Federal Fiscal Year (FFY) 2006-07, Centers for Disease Control and Prevention (CDC), Bioterrorism Preparedness Response (BPR), Notice of Cooperative Agreement No. (NCA) U90/CCU917012-07-4.

- 2) Delegate authority to the Director of Public Health, or his designee, to execute amendments to County Agreement No. H-701820 up to a maximum of 30% of the total maximum obligation as of the effective date of Amendment No. 4 through August 31, 2008, contingent upon the availability of future federal funding, subject to review and approval by Chief Administrative Office, County Counsel, Chief Information Office, and notification of Board Offices.

PURPOSE/JUSTIFICATION OF THE RECOMMENDED ACTIONS:

In approving these actions, the Board is authorizing the Director of Public Health or his designee, to execute Amendment No. 4 to the County Agreement No. H-701820 (Atlas Agreement). Amendment No. 4: a) increases the total maximum obligation by \$483,395, from \$1,964,702 to \$2,448,097, b) increases the standard pool hours available under Exhibit A (Statement of Work) to the Atlas Agreement for future modifications and enhancements to the Visual Confidential Morbidity Report System (vCMR), as described in Addendum No. 4 to Amendment No. 4; and c) adds thirteen additional tasks and deliverables to Exhibit A (Statement of Work [SOW]) to the Atlas Agreement, as described in Addendum No. 4 of Amendment No. 4.

The vCMR will continue the operation of the Department of Public Health's (DPH or Department) electronic laboratory reporting system to ensure full CDC Public Health Information Network and National Electronic Disease Surveillance Systems Certification and to provide hosting and maintenance of the vCMR.

Collectively, the thirteen tasks and deliverables listed in SOW will help to: 1) enhance the reporting of communicable diseases and outbreaks, which includes bioterrorism related outbreaks; 2) improve internal communication of disease outbreaks process and facilitate data sharing and exchange with other local, state and federal public health departments; and 3) facilitate integration of surveillance systems (including syndromic) that can transfer appropriate public health, laboratory, and clinical data efficiently and securely.

FISCAL IMPACT/FINANCING:

Amendment No. 4 will increase the total maximum County obligation by \$483,395, from \$1,964,702 to \$2,448,097, utilizing FFY 2006-07 carryover funds from CDC BPR NCA U90/CCU917012-07-4.

Funding for Amendment No. 4 is included in the Fiscal Year (FY) 2006-07 Final Budget and is included in the Department's FY 2007-08 Proposed Budget request. There is no additional net County cost associated with these actions.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS:

Since September 10, 1996, the Board has accepted funding from the CDC to develop and maintain a surveillance response to infectious diseases program. On May 19, 1998, the Board approved an agreement with Atlas to assist the Department of Health Services (now known as DPH, due to a recent separation of the two departments) in the development of the vCMR.

On November 1, 2005, the Board approved the Atlas Agreement, which was a renewal agreement to provide for additional software programming tasks and deliverables in the amount of \$912,050, effective September 1, 2005 through August 31, 2006, with an automatic extension through August 31, 2007; and delegated authority to execute amendments to the Agreement.

On May 2, 2006, the Board approved Amendment No. 1 to the Atlas Agreement to increase the maximum obligation and add additional programming tasks and deliverables for the continued implementation of electronic interfaces at laboratories throughout Los Angeles County in support of bioterrorism preparedness activities, and a 12-month extension to increase the maximum County obligation in the amount of \$496,161 from \$912,050 to \$1,408,211, effective on the date of Board approval through August 31, 2008.

On August 3, 2006, the Department exercised delegated authority (Amendment No. 2 to Atlas Agreement) to increase the maximum obligation by \$340,025 from \$1,408,211 to \$1,748,236 for FFY 2006, which enhanced the modification of the program's database and supported the bioterrorism preparedness, surveillance, and epidemiological response systems, utilizing supplemental funding from the CDC bioterrorism Grant Award No. U90/CCU917012-06.

On February 14, 2007, CDC issued NCA No. U90/CCU917012-07-4 in the amount of \$35,019,363 for Public Health Preparedness and Response for Bioterrorism for the period of August 31, 2006 through August 30, 2007.

On February 20, 2007, your Board approved Amendment No. 3 to the Atlas Agreement to increase the maximum obligation by \$216,466 from \$1,748,236 to \$1,964,702 which provided for enhanced program modification, development, hosting and maintenance of vCMR.

On February 28, 2007, the Board was notified that DPH was exercising its delegated authority approved on November 21, 2006, to execute NCA No. U90/CCU917012-07 to accept carryover unobligated funds in the total amount of \$4,475,857 (\$2,091 from budget year 04 and \$4,473,766 from budget year 06) to budget year 07. Funding (\$483,395) for the Atlas Amendment No. 4 is provided by this NCA.

County Counsel has reviewed the Amendment No. 4 (Exhibit I) as to form.

CONTRACTING PROCESS:

The Board originally approved the Atlas Agreement on November 1, 2005.

Atlas was awarded an initial sole source agreement because of its proprietary rights to the only available Graphical User Interface (GUI) for the County's Automated Vital Statistical System (AVSS). Atlas was approved access to AVSS for development and implementation of vCMR.

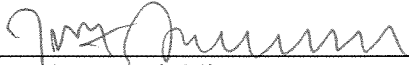
IMPACT ON CURRENT SERVICES (OR PROJECTS):

Approval of Amendment No. 4 with Atlas will allow the continued utilization of funds as awarded by the CDC to enhance the Department's ability to respond to acts of bioterrorism.

When approved, the Department requires three signed copies of the Board action.

Respectfully submitted,

Reviewed By:


Jonathan E. Fielding, M.D., M.P.H.
Director and Health Officer

Jon W. Fullinwider,
Chief Information Officer

Attachments

c: Chief Administrative Officer
County Counsel
Executive Officer, Board of Supervisors

SUMMARY OF AGREEMENT
(ATLAS DATABASE SOFTWARE CORPORATION)

1. Type of Service:

Atlas Database Software Corporation provides programming services to assist the Department of Public Health in the development of internet-based reporting of communicable disease outbreaks and continued implementation of electronic laboratory interfaces at laboratories throughout Los Angeles County in support of bioterrorism preparedness activities.

2. Agency Address and Contact Person:

Atlas Database Software Corporation
dba Atlas Development Corporation
26679 West Agoura Road, Suite 200
Calabasas, California 91302
Attention: Stephen C. Atlas, Vice President
Telephone: (818) 340-7080
Facsimile: (818) 340-7079
Electronic Mail: satlas@atlasdev.com

3. Term:

Effective upon the date of Board of Supervisors' approval through August 31, 2007, with a provision for a 12-month extension through August 31, 2008, pending future federal funding.

4. Financial Information:

Amendment No. 4 will increase the total maximum County obligation by \$483,395, from \$1,964,702 to \$2,448,097, utilizing FFY 2006-07 carryover funds from CDC BPR NCA U90/CCU917012-07-4.

Funding for Amendment No. 4 is included in the Fiscal Year (FY) 2006-07 Final Budget and is included in the Department's FY 2007-08 Proposed Budget request. There is no additional net County cost associated with these actions.

5. Primary Geographic Area To Be Served:

All Districts

6. Designated Accountable for Program Evaluation:

Irene Culver, Program Manager, Electronic Disease Surveillance Systems (EDSS),
Acute Communicable Disease Control Program

7. Approvals:

Public Health:	Jonathan E. Fielding, M.D., M.P.H.
Information Systems Branch:	Jon W. Fullenwider, Chief Information Officer
Contracts and Grants Division:	Gary T. Izumi, Acting Chief
County Counsel (review):	Amanda M. L. Drukker, Deputy County Counsel

SOFTWARE PROGRAMMING AND SERVICES AGREEMENT

AMENDMENT NO. 4

THIS AMENDMENT is made and entered into this _____ day
of _____, 2007,

by and between

COUNTY OF LOS ANGELES
(hereafter "County"),

and

ATLAS DATABASE SOFTWARE
CORPORATION (dba Atlas Development
Corporation) (hereafter "Contractor").

WHEREAS, reference is made to that certain document entitled "SOFTWARE PROGRAMMING AND SERVICES AGREEMENT", dated November 1, 2005, and further identified as County Agreement No. H-701820 and any amendments thereto (together with all exhibits and attachments thereto, all hereafter "Agreement"); and

WHEREAS, it is the intent of the parties to amend Agreement to provide for changes set forth herein; and

WHEREAS, said Agreement provides that changes may be made in the form of a written amendment which is formally approved and executed by the parties; and

NOW, THEREFORE, the parties hereby agree as follows:

1. Capitalized terms used in this Amendment without definition have the same meanings given to such terms in the Agreement.

2. This Amendment shall become effective upon the date of County's Board of Supervisors' approval through August 31, 2007, with provision for a twelve month automatic renewal through August 31, 2008.

3. Agreement Paragraph 1, APPLICABLE DOCUMENTS AND DEFINITIONS, Subparagraph 1.3, DEFINITIONS, shall be revised to add the following definitions in the proper alphabetical order and to renumber all subparagraphs of Subparagraph 1.3, DEFINITIONS, accordingly:

“Amendment No. 4:

As used herein, the term 'Amendment No. 4' shall mean Amendment No. 4 to this Agreement, effective on the date of Board approval, between County and Contractor.

Amendment No. 4 Effective Date:

As used herein, the term 'Amendment No. 4 Effective Date' shall mean the date on which Amendment No. 4 became effective in accordance with its terms.”

4. Agreement Paragraph 5, TERM, is amended to add the following sentence immediately after the last sentence of such Paragraph:

"As used in this Agreement, the phrases 'term of this Agreement' and 'Agreement term' shall include the initial term through August 31, 2007 and the twelve (12) month automatic renewal period through August 31, 2008.”

5. Agreement Paragraph 8, CONTRACT SUM, Subparagraph 8.1, GENERAL, shall be revised to read as follows:

“8.1 GENERAL:

The Contract Sum under this Agreement shall be the total monetary amount payable by County to Contractor for supplying all tasks, subtasks, deliverables, goods, services and other work requested and specified under this Agreement. All work completed by Contractor must be approved in writing by County. If County does not approve work in writing, no payment shall be due to Contractor for that work. As of the Amendment No. 4 Effective Date, the Contract Sum, including all applicable taxes, authorized by County hereunder shall not exceed Two Million Four Hundred Forty-Eight Thousand Ninety-Seven Dollars (\$2,448,097), for term of this Agreement. The Contract Sum may be increased from time to time after the Amendment No. 4 Effective Date, at County's discretion, up to thirty percent (30%) of the Contract Sum as of the Amendment No. 4 Effective Date, contingent upon the availability of federal funds.

Notwithstanding any other provision of this subparagraph, Contractor shall fully perform and complete all work required of Contractor by this Agreement in exchange for the amounts to be paid to Contractor as set forth in this Agreement.

The Contract Sum shall not be adjusted for any costs or expenses whatsoever of Contractor."

6. Exhibit A, STATEMENT OF WORK, to the Agreement shall be supplemented with the Tasks and Deliverables set forth on Addendum No. 4 to this Amendment, attached hereto, and incorporated herein by reference.

7. Exhibit B, SCHEDULE OF DELIVERABLES AND PAYMENTS, to the Agreement shall be supplemented with the schedule set forth on Addendum No. 5 to this Amendment, attached hereto, and incorporated herein by reference.

8. Except for the changes set forth hereinabove, Agreement shall not be changed in any respect by this Amendment.

IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Amendment to be subscribed by its Director of Public Health

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Services and Contractor has caused this Amendment to be subscribed in its behalf by its duly authorized officer, the day, month, and year first above written.

COUNTY OF LOS ANGELES

By _____
Jonathan E. Fielding, M.D., M.P.H.
Director and Health Officer

ATLAS DATABASE SOFTWARE CORPORATION
dba ATLAS DEVELOPMENT CORPORATION
Contractor

By _____
Signature

Printed Name

Title _____
(AFFIX CORPORATE SEAL)

APPROVED AS TO FORM
BY THE OFFICE OF COUNTY COUNSEL:
COUNTY COUNSEL
RAYMOND G. FORTNER, JR.

By _____
Amanda M.L. Drukker
Deputy County Counsel

APPROVED AS TO CONTRACT
ADMINISTRATION:

DEPARTMENT OF PUBLIC HEALTH

By _____
Gary T. Izumi, Acting Chief
Contracts and Grants Division

RDY:03/27/07

STATEMENT OF WORK
Contract No.H-701820-4

SUPPLEMENTS TO EXHIBIT A
(Funds Received = \$483,395)

*Fulfills CDC Outcome and Critical Task (as indicated)

VISUAL CONFIDENTIAL MORBIDITY REPORT (vCMR)

1.15 TASK NO.8 OPTIONAL PROGRAM SUPPORT, ADDITIONAL TRAINING, AND
ADDITIONAL PROGRAM MODIFICATIONS USING STANDARD POOL HOURS: *
(2A:CT1c)

1.15.5 Add 2051 (2051 x \$145 = \$297,395) Standard Pool Hours to provide future program modifications and enhancements to all components and interfaces of Visual CMR, including enhancements to support bioterrorism preparedness, surveillance, and epidemiological response pursuant to Standard Pool Hours of **Exhibit B-4** Schedule of Deliverables and Payments.

Modifications will include but not limited to the following:

- Continued modification and enhancement of vCMR to ensure alignment with CDC's Public Health Information Network (PHIN) and National Electronic Disease Surveillance System (NEDSS).
- Configuration of vCMR to continue supporting the receipt of electronic data from public and private partners through standards-based interfaces (e.g. laboratory interfaces).
- Modification and enhancement of vCMR to support enhanced surveillance and epidemiologic response capabilities.
- Integration of disease reporting (e.g. STD, TB, HIV) within the jurisdiction in order to ease burden on providers and public health partners.
- Continued program modifications to vCMR to facilitate integration with other local and state public health jurisdictions.
- Expansion of web-based reporting (WebCMR)
- Integration of applications relevant to emergency preparedness to ensure an effective response to public health emergencies.
- To support BioSense connectivity and implementation

Upon County's written request for modifications and enhancements, Contractor(s) shall provide a change order indicating number of hours and a fixed price proposal describing the work to be completed. County's Project Director or his designee shall have the authority to approve Contractor's proposal.

ADDENDUM NO. 4

1.16 DELIVERABLE NO.8 OPTIONAL PROGRAM SUPPORT, ADDITIONAL TRAINING, AND ADDITIONAL PROGRAM MODIFICATIONS USING STANDARD POOL HOURS:

- 1.16.5. 2051 Standard Pool Hours (\$297,395) will be used to provide future program modifications and enhancements to all components and interfaces of Visual CMR, including enhancements to support bioterrorism preparedness, surveillance, and epidemiological response as requested by the County's Project Director or his designee pursuant to subparagraph 1.15.5.

If requested in writing and number of hours and fixed price proposal are accepted by County's Project Director or his designee, Contractor shall provide modifications and enhancements as set forth in Task No.13 above.

THIRTEEN (13) NEW TASKS AND DELIVERABLES (Total = \$186,000):

1.41 TASK NO.21 – Syndromic Surveillance Connectivity (\$10,000): *2A:CT1

Provide the ability to monitor the Shadow Server's integrity as well as the directories for syndromic surveillance interfaces.

1.42 **DELIVERABLE NO.21 - Syndromic Surveillance**

Atlas will modify the WatchDog functions to perform the following:

1. Enhance the routines for WatchDog to monitor the Shadow Server's integrity by examining every global and comparing them to the live server. This routine will run every night after the backup and will send out an email if any issue is discovered.
2. Monitor the directories for syndromic surveillance interfaces and alert via email if files have not been received by a configurable time period (distinct for each interface).

1.43 TASK NO. 22 – External Lab View (\$25,000): *2A:CT1c

Provide a way for external labs (starting with Kaiser) that send electronic lab results to Los Angeles County to view results they have submitted.

1.44 DELIVERABLE NO. 22 – External Lab View

Atlas will create a view for each lab, beginning with Kaiser, in a portal that will show them what they have sent to the County and allow them to run reports based upon date range and accession number. This will allow each lab to reprint the results that they sent to the county electronically.

1.45 TASK NO. 23 – ARNOLD Hyperlink- Outbreaks and FBI (\$6,000): *2A:CT1b

Provide a hyperlink directly to the outbreak or FBI incident in the main system within the ARNOLD alert emails. The hyperlink should take the alerted individual to the log in screen and once logged in, to the foodborne illness or outbreak of interest.

1.46 DELIVERABLE NO. 23 – ARNOLD Hyperlink for Outbreaks and FBI

Atlas will add a hyperlink to the ARNOLD alert email generated for outbreaks and FBIs. This hyperlink will immediately take the alerted individual to the log in screen and to the outbreak or foodborne illness incident of interest once logged in.

1.47 TASK NO. 24 – Mapping Exports (\$20,000) : *2ACT1b

Define protocols for exporting data for use in ChartFX mapping software.

1.48 DELIVERABLE NO. 24– Mapping Exports

Atlas will create export protocols for extracting the necessary data from the WebvCMR database and transferring that data into ChartFX.

1.49 TASK NO. 25 – Disease Verification Pop-up (\$10,000): *2A:CT1b

Provide verification that cases that are submitted are of the correct disease in order to lessen user error.

1.50 DELIVERABLE NO. 25 – Disease Verification Pop-up

Atlas will create a verification pop-up window that becomes available when the user clicks on submit. This pop-up window will display the disease and the district of the case that is being submitted. The user will then be able to accept the information shown or cancel and go back to change either the disease or district.

1.51 TASK NO. 26 – Add Time Created (\$5,000): *2A:CT1b

Add the time created on the Cumulative Disease report and on the Disease Incident Export report

1.52 DELIVERABLE NO. 26 – Add Time Created

Atlas will add “Time Created” to the Cumulative Disease report as field and add “Time Created” to the list of exportable fields in the Ranged Report Selection grid for the export reports. With these two changes Los Angeles will be able to see time created on the required reports.

1.53 TASK NO. 27 – Export by SPA (\$10,000): *2A:CT1b

Provide ability to see reports and exports refined by SPA (jurisdiction).

1.54 DELIVERABLE NO. 27 – Export by SPA

Atlas will add a dropdown box to allow users to select SPA to the ranged report selection screen for the cumulative disease report and disease incident export under above the district dropdown. When a SPA is selected only the cases from that SPA will be shown in the report/export.

1.55 TASK NO. 28 – View Web Report (\$5,000): *2A:CT1b

Reinstate the View Web Report functionality.

1.56 DELIVERABLE NO. 28– View Web Report

Atlas will reinstate the ability to view web reports from providers within the staging area. This will be done in the same manner as before with a dynamic blue button on the staging area that will allow viewing of a lab report if there is one attached to the case or view web report if the case was submitted by a web user. The button will change based upon the report selected. Then once selected the lab report or web report will be provided in a pop-up window.

1.57 TASK NO. 29 – System Message for Web Users (\$10,000): *2A:CT1b

Extend System Message functionality to include Web and Manual lab users so that system messages will be received by them in addition to other main system users.

1.58 DELIVERABLE NO. 29 – System Message for Web Users

Atlas will augment the System Message feature to include any registered web or manual lab users for receipt of System messages.

1.59 TASK NO. 30 – ICP Electronic Filing Cabinet Updates (EFC) (\$15,000): *2A:CT1b

Add the ability for Infection Control Practitioners (ICPs) to attach support documentation to case reports after the case has been imported from the staging area.

1.60 DELIVERABLE NO. 30 – ICP EFC Updates

Atlas will change the Community Reporting Module and main WebvCMR systems so that Community Reporters can resubmit cases with additions to the EFC information and have this information update the accepted case EFC within the main system.

1.61 TASK NO. 31– UDF Business Rules (\$15,000) *2A:CT1b

Add ability to have customizable business rules at the field level for custom data validation in the user-defined forms.

1.62 DELIVERABLE NO. 31 – UDF Business Rules

Atlas will enhance the user-defined forms functionality to include selectable business rules and data validations for each user defined field added to a user defined form.

1.63 TASK NO. 32– Versioning UDFs (\$30,000) *2A:CT1b

Add Capability to have multiple versions of the same user-defined form within the system and to reuse specific versions as needed.

1.64 DELIVERABLE NO. 32 – Versioning UDFs

Atlas will enhance the user-defined forms functionality to allow multiple versions of a user-defined form to be selected, reverted to or updated as necessary.

1.65 TASK NO. 33 Specimen Information (\$25,000) *2A:CT1

Add specimen source information available in the OBR 15 field in Lab HL7 messages in a viewable and exportable fashion. In addition to having this information auto-populated when added through a lab report it must also be addable by reporting physicians through the community reporting module.

1.66 DELIVERABLE NO. 33 Specimen Information

Atlas will enhance the viewable lab message screen to show the specified specimen source information on the lab report screen. Add three new fields to ALL Supplemental tabs which will replace some of the current site/specimen information. The fields added will be Specimen Collected Date from the date the Health care Facility collected the specimen, the Source of the Specimen (i.e., part of body), and the Specimen Type (e.g., swab, sputum, etc.). This section will be unlimited in quantity and like Enhanced Case Investigation (ECI) will have an add button next to it to add more specimens information as necessary. This unlimited section will be auto populated by lab reports that are attached in the individuals EFC or manually by the user. These fields will be added in the disease incident export report to meet the export requirement.

ADDENDUM NO. 5

SUPPLEMENTS TO EXHIBIT B
SCHEDULE OF DELIVERABLES AND PAYMENTS

Atlas Development
Visual Confidential Morbidity Report (vCMR)

County Agreement No. H-701820
Software Agreement- Amendment No.4

Deliverable No.	SOW Item No.	Deliverable Title	Amount Payable
No.8	1.16 1.16..5	Standard Pool Hours (2051 hours @ \$145 a hour)	\$ 297,395
13 New Deliverables			
NO.21	1.42	1.42 Syndromic	\$ 10,000
NO. 22	1.44	1.44 External Lab View	25,000
NO. 23	1.46	1.46 Hyperlink OB/FBI	
NO. 24	1.48	1.48 Mapping Exports	6,000
NO. 25	1.50	1.50 Disease Pop-up	20,000
NO. 26	1.52	1.52 Add Time Created	10,000
NO. 27	1.54	1.54 Export by SPA	5,000
NO. 28	1.56	1.56 View Web Report	10,000
NO. 29	1.58	1.58 Message Web Users	5,000
NO. 30	1.60	1.60 ICP EFC Updates	10,000
NO. 31	1.62	1.62 UDF Business Rules	15,000
NO. 32	1.64	1.64 Versioning UDFs	15,000
NO. 33	1.66	1.66 Specimen Information	30,000
		Grand Total =	<u>25,000</u>
			\$483,395

Paymentscheudleamednmentnor4march82007.doc